

#15

DEBEVOISE & PLIMPTON

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LOS ANGELES, CA 90071
(213) 680-8000

12 AVENUE D'EYLAU
75116 PARIS
(33-1) 47 04 46 04

1 CREED COURT
5 LUDGATE HILL
LONDON EC4M 7AA
(44-1) 329 0779

RECORDATION NO. 17031-D FILED 1425

JAN 2 1991 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

Rec. No 17031-D

1-002A027

December 31, 1990

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Secretary

Recordation of
Amendment No. 1 to Equipment Lease Agreement

Ladies and Gentlemen:

On behalf of our client, Burlington Northern Railroad Company (the "Lessee"), enclosed is an original and four copies of Amendment No. 1 to Equipment Lease Agreement (BN 1990-G), dated December 31, 1990 (the "Lease Amendment"), between Wilmington Trust Company, as Lessor (the "Lessor"), and the Lessee, as Lessee, for recordation pursuant to Section 11303 of Title 49 of the United States Code. The enclosed Lease Amendment amends that certain Equipment Lease Agreement, dated as of September 14, 1990, between the Lessor and Lessee, as supplemented by Lease Supplement (BN 1990-G) No. 1, dated September 27, 1990, both of which were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 27, 1990 at 12:05 P.M. and assigned Recordation Numbers 17031 and 17031A, respectively.

JAN 2 1 50 PM '91
MOTOR OPERATING UNIT

C. Deeney
C. J. Kappeler

DEBEVOISE & PLIMPTON

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TELETYPE UNIT (212) 309-6000
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NEW YORK, NY 10021
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15 AVENUE D BLVD
NEW YORK, NY 10011
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1 CREDIT COURT
1000 E. HILL
LONDON, ONTARIO
(416) 338-0738

1000 E. HILL
LONDON, ONTARIO
(416) 338-0738

December 31, 1990

The names and addresses of the parties to the Lease Amendment are as follows:

(a) Lessor:

Wilmington Trust Company, as Owner Trustee
Rodney Square North
Wilmington, Delaware 19890
Attn: Corporate Trust Administration

(b) Lessee:

Burlington Northern Railroad Company
777 Main Street
Fort Worth, Texas 76102
Attn: Treasurer

A description of the equipment covered by the Lease Amendment is as follows:

14 SD60-M locomotives.

Builder: Electro Motive Division of General Motors

Reporting Marks: BN9219; BN9222; BN9223;
BN9224; BN9234; BN9236;
BN9239; BN9240; BN9241;
BN9242; BN9244; BN9247;
BN9248; BN9249

A fee of \$ 15 is enclosed. Please return the original and any extra copies not needed by the Commission to the undersigned.

If you have questions, please do not hesitate to call.

Very truly yours,


Cecil R. House

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

1/2/91

OFFICE OF THE SECRETARY

Cecil R. House

Debevoise & Plimpton

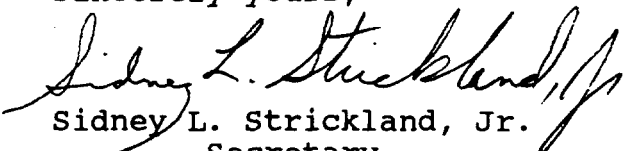
875 Third Avenue

New York, N.Y. 10022

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/2/91 at 1:55pm, and assigned recordation number(s). 17031-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

AMENDMENT NO. 1 TO
EQUIPMENT LEASE AGREEMENT
(BN 1990-G)

170312
RECORDATION NO. FILED 1403

JAN 2 1991 -1 55 PM

INTERSTATE COMMERCE COMMISSION

Dated December 31, 1990

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity except as
expressly provided in the Lease referred
to herein but solely as Owner Trustee,
Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY,
Lessee

New Locomotives

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS AMENDMENT, THE LEASE, THE EQUIPMENT COVERED THEREBY AND THE RENT DUE AND TO BECOME DUE THEREUNDER HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE CONNECTICUT NATIONAL BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (BN 1990-G), DATED AS OF SEPTEMBER 14, 1990 BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS AMENDMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE CONNECTICUT NATIONAL BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 26.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1990 at ____:____ P.M. Recordation Number _____, and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 1990, at ____:____.M.

AMENDMENT NO. 1 TO EQUIPMENT LEASE AGREEMENT (BN 1990-G)

This AMENDMENT No. 1 TO EQUIPMENT LEASE AGREEMENT (BN 1990-G), dated December 31, 1990 (this "Lease Amendment"), between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee (as such term and such other capitalized terms used herein without definition are defined in the Lease referred to below) (the "Lessor"), and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (BN 1990-G), dated as of September 14, 1990 (the "Lease"), as supplemented by Lease Supplement (BN 1990-G) No. 1, dated September 27, 1990, both of which having been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 27, 1990 at 12:05 P.M. and assigned Recordation Numbers 17031 and 17031A, respectively;

WHEREAS, Section 26.6 of the Lease provides for the execution and delivery from time to time of amendments thereto; and

WHEREAS, the Lessor and the Lessee have agreed to amend the Lease as herein set forth in accordance with Section 26.6 of the Lease;

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties to this Lease Amendment agree as follows:

Section 1. Amendments to the Lease. The Lease is hereby amended and modified as follows:

(a) Amendment to Section 6.1(a) of the Lease. The second sentence of Section 6.1(a) is deleted in its entirety and replaced with the following:

To the extent that maintenance logs are kept by Lessee in the ordinary course of business with respect to any Unit, upon request of Lessor and at Lessee's expense, one copy of such

maintenance logs shall be made available to the Lessor or its designee as soon as practicable after the return of such Unit.

(b) Amendment to Section 10.1 of the Lease.

The first sentence of Section 10.1 of the Lease is amended by deleting the words "any Units" appearing therein and substituting in place thereof the words ", at the sole discretion of the Lessee, either (x) all of the Units or (y) not less than 25% of the Units and not more than 75% of the Units randomly selected on a blind basis".

(c) Amendment to Section 11.2 of the Lease.

Section 11.2 of the Lease is amended by (i) inserting the words ", to be of a similar make and model to the Unit so replaced" immediately following the parenthetical phrase "(other than Permitted Liens)" appearing in clause (i) thereof and by (ii) adding the following sentence to the end thereof: "The Lessee agrees to indemnify the Owner Participant on an after-tax basis for any adverse tax consequences resulting from the replacement of any Unit pursuant to this Section."

(d) Amendment to Section 12.1(a) of the Lease.

The first two sentences of Section 12.1(a) are deleted and the following is substituted therefor:

As part of an insurance program including risk retention and self-insurance, Lessee will, at all times prior to the return of the Units to Lessor, at its own expense, cause to be carried and maintained (i) property damage insurance in respect of such Units at the time subject hereto and (ii) public liability insurance with respect to third-party personal and property damage, and Lessee will continue to carry such insurance in such amounts and for such risks and with such insurance companies and subject to such self-insurance as deemed appropriate by Lessee, but in any event not less comprehensive in amounts and against risks customarily insured against by Lessee in respect of equipment owned or leased by it similar in type to the Equipment and consistent with the standards, if any, of prudent Class I railroads from time to time of size and credit rating similar to Lessee at such time. Any policies of insurance carried in accordance with this Section 12.1 and any policies taken out in substitution or replacement for any of such policies (A) shall

provide that, if any such insurance is cancelled for any reason whatever, Lessor, the Indenture Trustee and the Owner Participant shall receive 30 days' prior notice of such cancellation, (B) shall name the Owner Participant, Lessor, as Lessor of the Equipment and in its individual capacity, and the Indenture Trustee as additional insureds as their interests may appear and (C) to the extent reasonably available from established reputable insurers at commercially reasonable rates, shall provide that in respect of the respective interests of Lessor, of the Indenture Trustee and of the Owner Participant in such policies the insurance shall not be invalidated by any action or inaction of Lessee or any additional insured (other than such additional insured, as to such additional insured) and shall insure Lessor's, the Indenture Trustee's and the Owner Participant's interest as they appear, regardless of any breach or violation of any warranty, declaration or condition contained in such policies by Lessee or any additional insured (other than such additional insured, as to such additional insured).

(e) Amendment to Section 22.2 of the Lease.

Section 22.2 of the Lease is amended by (i) deleting the words "any Unit" appearing in the first sentence of subsection 22.2(a) and by substituting in place thereof the words ", at the sole discretion of the Lessee, either (x) all of the Units or (y) not less than 25% of the Units and not more than 75% of the Units randomly selected on a blind basis," and (ii) deleting the words "one or more Fair Market Renewal Terms of not less than one year," appearing immediately after the words "to renew this Lease with respect to any Unit for" in the first sentence of subsection 22.2(b) and by substituting in place thereof the words "not more than two successive Fair Market Renewal terms of not less than one year each,".

(f) Amendment to Section 26.5 of the Lease.

Section 26.5 of the Lease is amended by deleting the word "Lessor" appearing therein and replacing it with the words "Owner Participant".

(g) Amendment to Appendix A to the Lease. The following definitions set forth in Appendix A to the Lease hereby amended in their entirety to read as follows:

"Basic Term Expiration Date" shall mean March 26, 2012.

"Equipment Cost" shall mean, for each Unit, \$1,450,000.

"Fixed Price Purchase Date" shall mean March 26, 2009.

"Fixed Purchase Price" shall mean, with respect to any Unit, the amount equal to the product of 52.60% and the Equipment Cost for such Unit.

"Net Economic Return" shall mean both the aggregate after-tax cash flow and the after-tax book yield expected by BNY Leasing Corporation, as Owner Participant, with respect to the Equipment, utilizing the multiple investment sinking fund method of analysis and the same assumptions as used by such Owner Participant (including the Tax Assumptions set forth in Section 2 of the Tax Indemnity Agreement) in making the original computations upon which its evaluation of its investment in the Equipment was based.

"Special Purchase Date" shall mean either of March 26, 2003 or March 26, 2006.

Section 2. Consent. By their acknowledgment and consent indicated below, each of BN Leasing Corporation and BNY Leasing Corporation authorizes and directs the Owner Trustee to execute and deliver this Lease Amendment.

Section 3. Governing Law. This Lease Amendment is being delivered in the State of New York and shall be governed by and construed in accordance with the internal laws and decisions (as opposed to conflicts of law provisions) of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

Section 4. Counterparts. This Lease Amendment may be executed in any number of counterparts, each executed counterpart constituting an original and in each case such counterparts shall constitute but one and the same instrument; provided, however, that to the extent that this Lease Amendment constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no

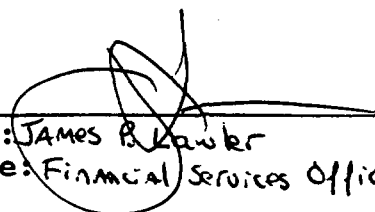
security interest in this Lease Amendment may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

[Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed by their duly authorized officers or agents as of the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity,
but solely as Owner
Trustee

By: 
Name: James R. Lawler
Title: Financial Services Officer

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: _____
Name: Robert F. McKenney
Title: Vice President
and Treasurer

STATE OF New York)
COUNTY OF New York)

On this 31st day of December 1990, before me personally appeared WILLIAM B. SOWDEN, III, to me personally known, who being duly sworn, says that he is a VICE PRESIDENT of WILMINGTON TRUST COMPANY, that said instrument was signed on December 31, 1990 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My Commission Expires:

KERA J. SULLIVAN
NOTARY PUBLIC, State of New York
No. 4956393
Qualified in Westchester County
Commission Expires September 25, 1991

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed by their duly authorized officers or agents as of the day and year first above written.


LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity,
but solely as Owner
Trustee

By: _____
Name:
Title:

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: 
Name: Robert F. McKenney
Title: Vice President
and Treasurer

10364981

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 31st day of December 1990, before me personally appeared Francis T. Kelly, to me personally known, who being duly sworn, says that he is Securities and Finance Counsel of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on December 31, 1990 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public


[NOTARIAL SEAL]

My Commission Expires:

SHARON LOPEZ
NOTARY PUBLIC, State of New York
No. 41-4912609
Qualified in Queens County
Term Expires October 19, 1991

Acknowledged and Consented to:

BN LEASING CORPORATION

By: 

Name: Robert F. McKenney

Title: Vice President and Treasurer

BNY LEASING CORPORATION

By: _____

Name:

Title:

THE CONNECTICUT NATIONAL BANK

By: _____

Name:

Title:

Receipt of the original
counterpart of the
foregoing Amendment No.
1 to Equipment Lease
Agreement (BN 1990-G)
is hereby acknowledged
this ____ day of
December, 1990.

THE CONNECTICUT NATIONAL BANK
as Indenture Trustee

By: _____

Name:

Title:

Acknowledged and Consented to:

BN LEASING CORPORATION

By: _____
Name:
Title:

BNY LEASING CORPORATION

By: *Dennis P. Neumann*
Name: Dennis P. Neumann
Title: President

THE CONNECTICUT NATIONAL BANK
as Indenture Trustee

By: _____
Name:
Title:

Receipt of the original
counterpart of the
foregoing Amendment No.
1 to Equipment Lease
Agreement (BN 1990-G)
is hereby acknowledged
this ____ day of
December, 1990.

THE CONNECTICUT NATIONAL BANK
as Indenture Trustee

By: _____
Name:
Title:

Acknowledged and Consented to:

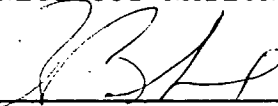
BN LEASING CORPORATION

By: _____
Name:
Title:

BNY LEASING CORPORATION

By: _____
Name:
Title:

THE CONNECTICUT NATIONAL BANK

By:  _____
Name:
Title: RINETTE BUCCHINO
TRUST OFFICER

Receipt of the original
counterpart of the
foregoing Amendment No.
1 to Equipment Lease
Agreement (BN 1990-G)
is hereby acknowledged
this ____ day of
December, 1990.

THE CONNECTICUT NATIONAL BANK
as Indenture Trustee

By: _____
Name:
Title: